EXHIBIT 22

Date: 7/25/03 Time: 4:01 PM			Motorcycle B	ill Of S	Sale			Page: 1
Customer Number; Customer Name:	48845 CHRISTENSEN, 6 DURGAN LANE				Pun	l Number: chase Dale: orence Number: seman:	13107 7/24/03 742085 JAMIE MCGRA	.TH
CoBuyer.	LEE N		03824 03)868-8900	SSN: Birth D	ate:	000-00-0000 8/22/57		
			Motorcycle inf	ormatik	on			
Key 1:	Key 2:						Cs Mileage	Invoice Number
VIN	Make	Model	, Year Color					
1HD18MY453	Y052113 HO	FLSTF	T 2003 SiLV/	BUVSEC	#722	1	450 , 9	. ō
			Trade I	n:				
Cash Pric	a Of Motorcycle:	17,375.00	Service Contract:	٠.	0.00	s	ales Tax:	0.00
Accesso	ries and Labor:	0.00	Dealer Preparation:		0.00	_	iub Total:	17,375.00
	GAP Fee:	0.00	Freight:		0.00			47.775.00
	Other Fees:	0.00	License Fee:		0.00		Deposits:	17,375.00 0.00
			Documentation Fee:		00.0	Cash on Trade in	Pay Off:	0.00
To	stat Selling Price:	17,375.00	Vehicle Insurance: Trade In Allowance:		0.00 0.00		nce Due:	0.00
	·		Financi	ng		c	edit Life:	0.00
				· .			eon une. c/Health:	0.00
						AC Fotal Insurance		0.00
							inanced:	0.00
							Charge:	0.00
^				APR:		Y-4-1 4 N C		0.00
U/	1.t.		Months Fin	anced:	0	Total All P	ayındırıs.	0.00

C-C 00457 CONFIDENTIAL



Date: 9/19/03 Time:10:57 AM

CoBuyer:

Motorcycle Bill Of Sale

Page: 1

Customer Number: 46608 Customer Name: KARP, DAVID N.

9 FRAN AVE

Deal Number: Purchase Oats: Reference Number:

7/24/03 953709

JAMIE MCGRATH

PLAISTOW

()-

03665 Work:() -

Salesman: Birth Date:

0000-00-0000 9/ 3/68

0.00

Motorcycle Information

Key 1:	Key 2:						
VIN	Make	Model	Year	Color		CCs Mileag	e Invoice Number
THD IFRW4031	7746907 HD	FLHRC-I	7 2003	SILV/BLK/#	37/#SEC	1450 9	
			Tr	ade in:			
Cash Price	s Of Motorcycle:	18,585.00	Service Contr	act	0.00	Sales Tax:	0.00
Accessor	ries and Labor:	0.00	Dealer Prepara	tion:	0.00	Sub Total:	18,585.90
	GAP Fee:	0.00	Fre	lght:	0.00		
	Other Fees:	0.00	License 8	Fee:	0.00	Total Deposits:	19,585.00
	_	· · ·	Documentation :	Fee:	0.00	Cash on Delivery:	0.00
Tot	tal Selling Price	18 585 00	Vohirle Insurar	108	0.00	Trade in Pay Off:	0.00

Fina	incing
1 11119	HIGHING

Credit Life: 0.00 Acc/Health: 0.00 Total Insurance Premium: 0.00 Total Financed: Finance Charge: 0.00

Salance Oue:

APR: 0.000

Total All Payments: 0.00

x Dut n Kag

-1,000,00

Date: 9/19/03

Motorcycle Bill Of Sale Time:11:03 AM 13109 Deal Number: Customer Number: 46847 Purchase Date: 7/24/03 Customer Name: KARP, ANNE M. 953854 Reference Nut 9 FRAN AVE JAMIE MCGRATH Salasman: 03865 PLAISTOW 000-00-0000 SSN: Work() -()-Birth Date: 7/12/61 CoBuyer: Motorcycle information Key 2: Key 1: Mileage Invoice Number CCs Year Color Make VIN 1450 9 2003 SILV/BLK/#808 FLSTFI 1HO18X8433Y115249 HD Trade in: 0.00 Sales Tax: 0.00 Service Contract: 17,700.00 Cash Price Of Molorcycle: Sub Total: 17,700.00 0.00 0.00 Accessories and Labor: 0.00 Freight 0.00 GAP Fee: 18,700.00 **Total Deposits:** 0.00 License Fee: 0.00 Other Fees: 0.00 Cash on Delivery: 0.00 Documentation Fee: 0.00 Trade in Pay Off: 0.00 17,700.00 Vehicle Insurance: Total Salling Price: Balance Due: -1,000.00 0.00 Trade in Allowance: Financing 0.00 Credit Life: 0.00 Acc/Health:

Total Insurance Premium:

APR: 0.000

Months Financed:

Total Financed:

Finance Charge:

Total All Payments:

1 SO Not Delivered

x anne m Karp

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Dale: 7/24/03 Time: 5:51 PM			Motorcyc	le Bill	Of Sa	le				Page: 1
Customer Number Customer Name:	: 46610 ISSA, ROBERT S. 105 KELSEY RD	•			f	urch	Number; ace Date; ence Number; man;	1309 7/24 9538 JAMII	03	н
CoBuyer:	NOTTINGHAM () -	NH Work:{	03290		SN: Brith Date	1	00-00-0000 8/25/60			
			Motorcyc	le Infor	mation					
Key 1:	Key 2:		·				•			
VIN	Make	Model	Year	Color			(CCs	Mileage	Invoice Number
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			Tra	ade In:		٠.				
Cach Prin	e Of Motorcycle:	14,320.00	Service Contro	act:	0.0	ю.	S	ales T	ex:	0.00
	ories and Labor.	0.00	Dealer Preparat	tion:	0.0	00	\$	iub Ta	tad:	14,320.00
Accesso	GAP Fee:	0.00	Frei		0.0)()			J	
. •	Other Fees:	0.00	License F	•	0.0	30	Total	Depos	its:	14,320.00
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To	otal Selling Price:	14,320.00	Vehicle Insuran	100:	0.0	00	Trade in	Pay C	iff:	0.00
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· * /	RAI		. Mont	ths Financ	æd:	0	Total All P	aymen	HS;	0.00
Buyer)		ਤੋੜ Other Ch	arges			•			
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•										

Date: 7/25/03 Tkne: 5:01 PM			Motorcycle Bil	(Of Sa	ile	•		Page: 1
Customer Number: Customer Name:	46848 RIST, DONALD M 33 COTE DR			į	Ourch	Number: ase Date: ance Number: man:	13110 7/24/03 953749 JAMIE MCGRATH	
CoBuyer:	DOVER () -	tH 0 Work:(3820) -	SSN: Birth Dat	_	9(1 4/5 6		,
			Motorcycle Info	ormatio	π			
Key 1: VIN 1HÖ1GHVIÖ:	Key 2: Make 3K336352 HD	Model FXO DYNA	Year Color 2003 BLAC		ist i		CCs Mileage	Invoice Number
	ice Of Molorcycle: sories and Labor: GAP Fee: Other Fees:	12,340.00 0.00 0.00 0.00	Service Contract: Dealer Preparation: Freight: License Fee: Occumentation Fee:	(((00.0 00.0 00.0 00.0		Sales Tax: Sub Total: L Deposits: Delivery:	0.00 12,340.00 12,340.00 0.00
	Total Selling Price:	12,340.00	Vehicle Insurance: Trade in Allowance:		00.0 00.0		in Pay Off: lance Due:	0.00
	٨		Financi	ng		A Total Insuranc Tota	Financed:	0.00 0.00 0.00 0.00 . 0.00
X1 Buyun	Jul 1		Months F		0.00 0		ce Charge:	0.00

Date: 7/25/03 Time: 4:45 PM

Motorcycle Bill Of Sale

Customer Number: 46611 -

Customer Name: DELLACROCE, MICHAEL, A.

505 SHERWOOD GLEN

SOMERSWORTH

NH 03878

Work:() +

Deal Number: Purchase Date:

13098 7/24/03

Reference Number: JAMIE MCGRATH

000-00-0000 SSN: Birth Date: ,5/27/63

CoBuyer;

Motorcycle Information

Ney I.	ney 2:							
VIN	Make	Model	Year	Calor	CCs	Mileage	Invoice Nun	nber
1HD1BŘY443Ý0	9070 HD	FLSTS	ř 2003	SILV/OLK/#769	1450	9	- - 0	-

Trade in:

Cash Price Of Motorcycle:	17,795.00	Service Contract:	0.00	Sales Tax:	0.00
Accessories and Labor:	0.00	Dealer Preparation:	0.00	Sub Total:	17,795.00
GAP Fee:	0:00	Freight	0.00		• • •
Other Fees:	0.00	License Fee:	0.00	Total Deposits:	17,795.00
		Documentation Fee:	0.00	Cash on Delivery:	0.00
Total Selling Price:	17,795.00	Vehicle Insurance:	0.00	Trade in Pay Off:	0,00
		Trade in Allowance:	0.00	Balance Due:	0.00

Financing

Credit Life: 0.00 0.00 Total Insurance Premium: 0.000.00 Total Financed: Finance Charge: 0.00

Other Charges

* SO Not Delivered

C-C 00557 CONFIDENTIAL

0.00

Motorcycle Bill Of Sale Date: 9/ 9/03 Time: 6:08 PM 13095 Deal Number: Customer Number: 46606 Punchase Date: 7/24/03 Customer Name: GALLEGER, GREGORY F. 953730 Reference Num JAMIE MCGRATH 9-BASSETT RD Coleeman* 03848 KINGSTON 0000-00-0000 Work:() -()-2/9/56 Birth Date: CoBuyer Motorcycle Information Key 2: Key 1: Mileage Invoice Number CCs Model 1450 2003 BLACK/#633/LACED FLTR-I 1HD1F\$W183Y644686 HD Trade in: 0,00 Sales Tax: 0.00 Service Contract: 17,770.00 Cash Price Of Motorcycle: 17,770.00 Sub Total: 0.00 Dealer Preparation: 0.00 Accessories and Labor: 0.00 Freight 0.00 18,770.00 GAP Fee: Total Deposits: 0.00 License Fee: Other Fees: 0.00 0.00 Cash on Delivery: 0.00 Documentation Fee: Trade in Pay Off: 0.00 0.00 Vehicle Insurance: Total Selling Price: 17,770.00 Batance Due: -1,000.00 0.00 Trade in Allowance: Financing 0.00 Credit Life. 0,00 Acc/Health: 0.00 Total Insurance Premium: 0,00 Total Financed: 0.00 Finance Charge: APR: 0.000 Q.D0 Total All Payments: Will

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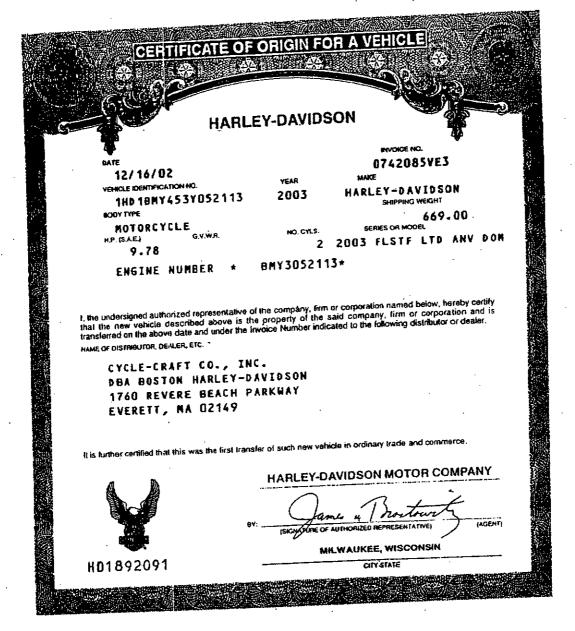
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Page: . 1 Motorcycle Bill Of Sale Date: 9/ 9/03 Time: 6:14 PM 13105 Deal Number: 7/24/03 Customer Number: 46646 Purchase Dale: 953889 Customer Name: GALLAGHER, DENISE A. Reference Numb JAMIE MCGRATH 12 EVERGREEN RD Salasman: 03842 HAMPTON NH 000-00-0000 SSN: Work: { } -()-3/6/61 Birth Date: CoBuyer **Motorcycle Information** Key 2: Key 1: Mileage Invoice Number CCs Year Color Make Model VIN 1450 2003 BLK/#804 FXSTI 1HD18VB173Y114065 HD Trade In: 0.00 Sales Tax: 0.00 Service Contract: 14,320.00 Cash Price Of Motorcycle: 14,320.00 Sub Total: 90.0 Dealer Preparation: 0.00 Accessories and Labor. 0.00Freight: 15,320.00 0.00 GAP Fee: Total Deposits: 0.00 License Fee: 0.00 0.00 Other Fees: Cash on Delivery: 0.00 Documentation Fee: 0.00 Trade in Pay Off: 00.0 14,320.00 Vehicle Insurance: -1,000.00 Total Selling Price: Balance Due: 0.00 Trade in Allowance: 0.00 Financing Credit Life: Q.00 Acc/Health: 0.00 Total Insurance Premium: 0.00 Total Financed: 0.00 Finance Charge: APR: 0.000 0.00 Total All Paymonts: * Anie of Gallagher Ω

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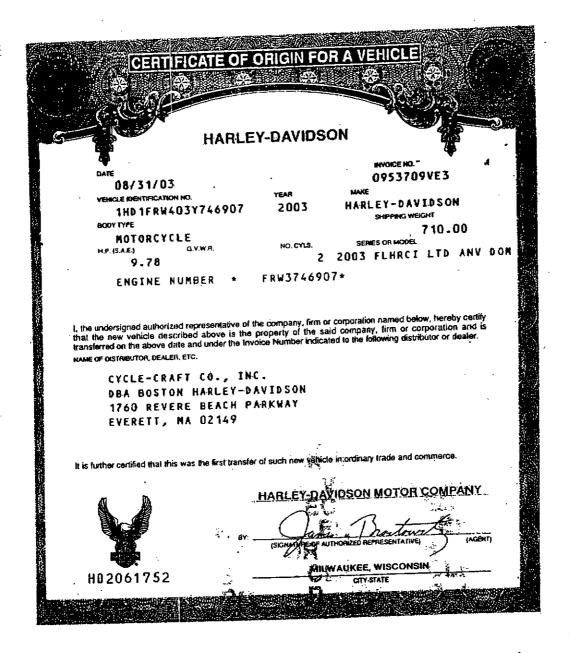
EXHIBIT 23



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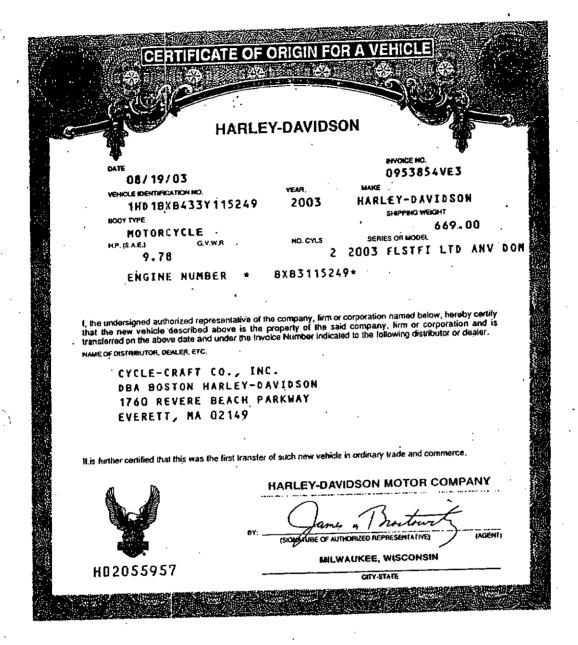
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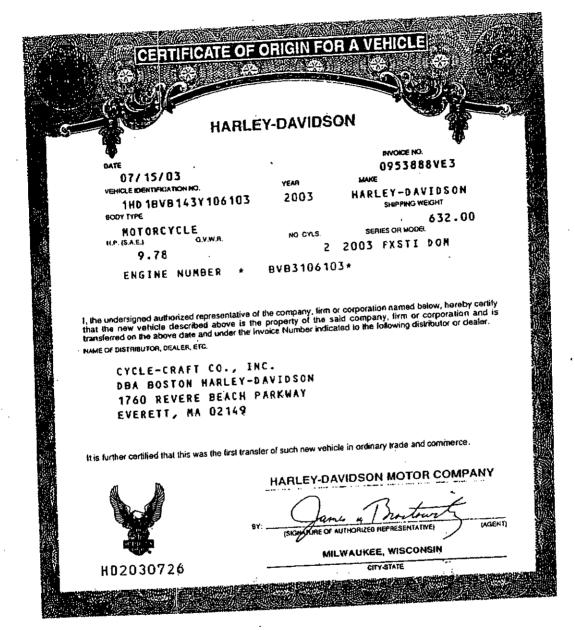
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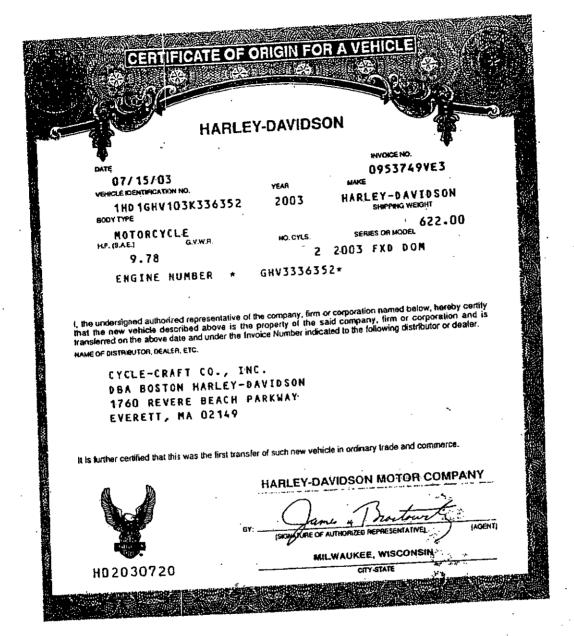
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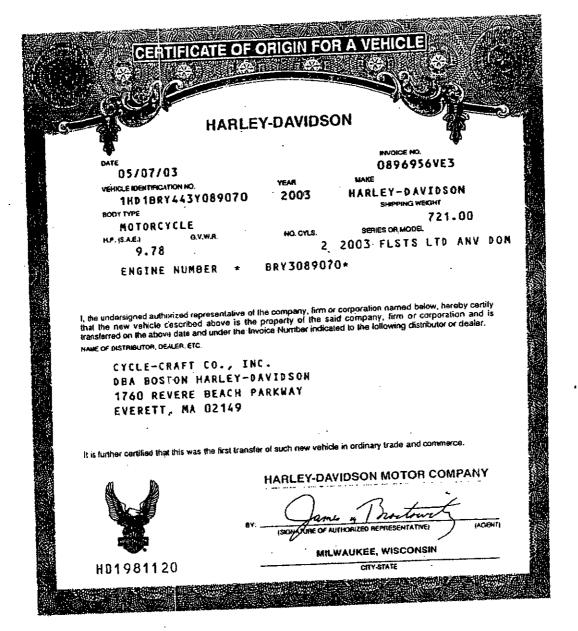
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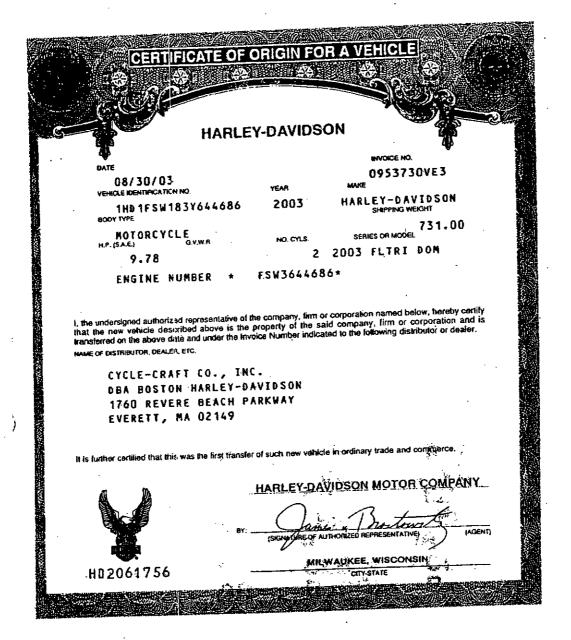
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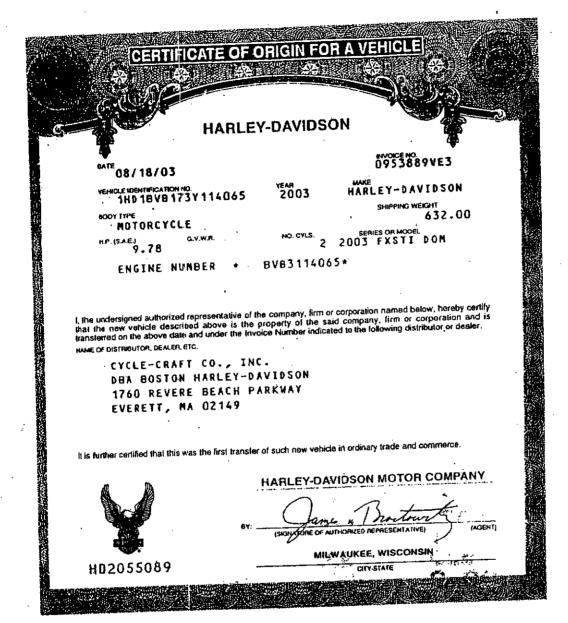
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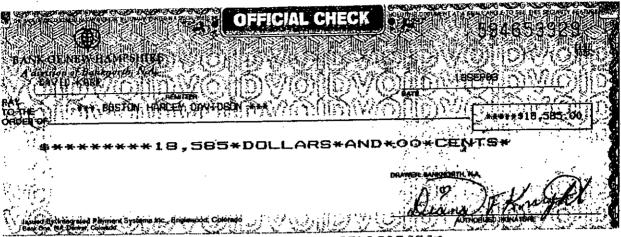
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EXHIBIT 24

Case 1:04-cv-11402-NMG Document 59-9 Filed 09/16/2005 Page 28 of 63

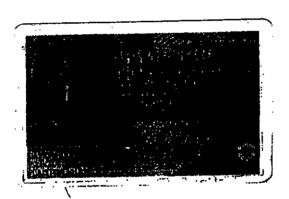


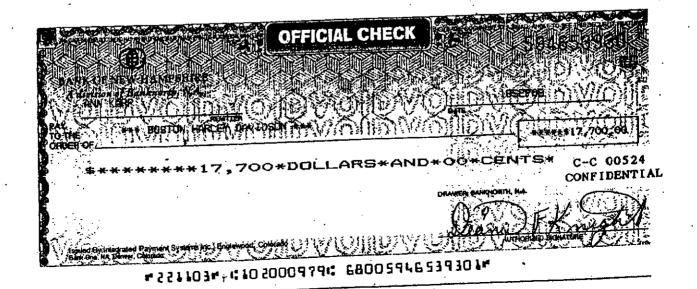
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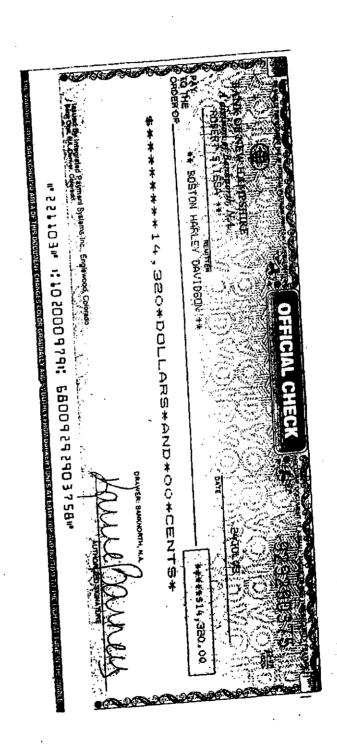


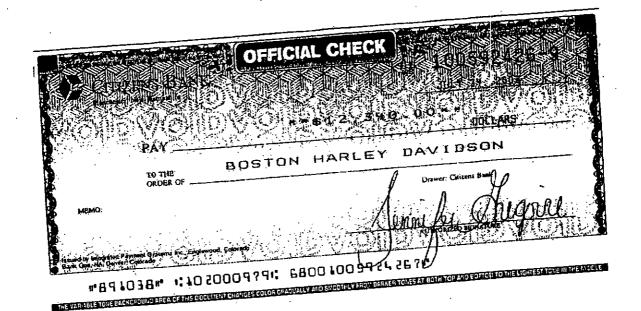
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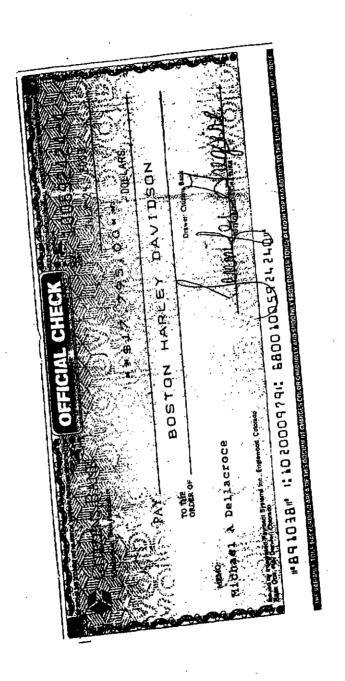




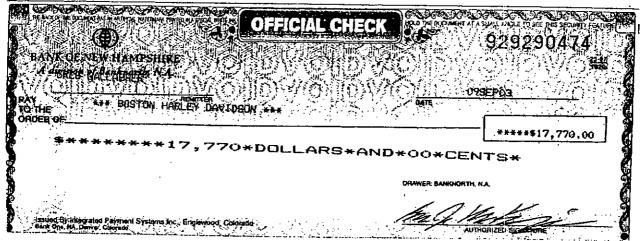




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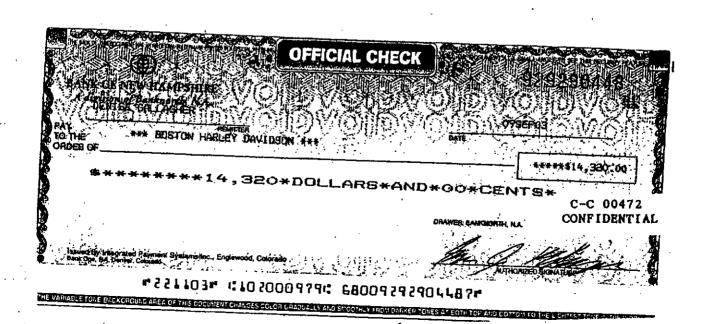


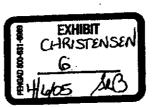
EXHIBIT 25

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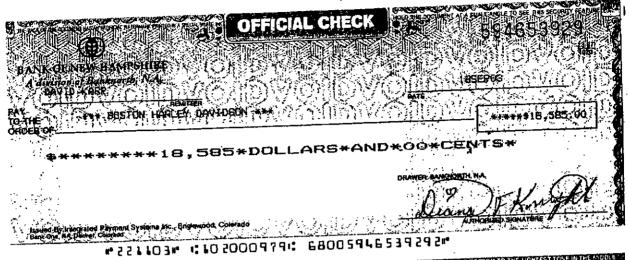
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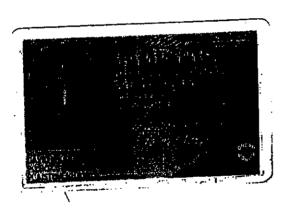




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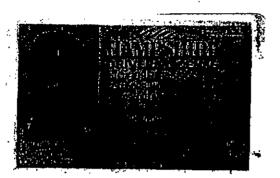


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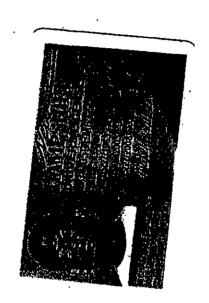




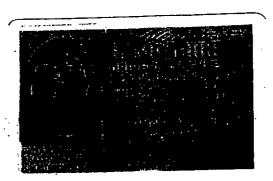
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C-C 00558 CONFIDENTIAL



C-C 00492 CONFIDENTIAL



C-C 00466 CONFIDENTIAL

EXHIBIT 26



Harley-Davidson Motor Company, 3700 West Juneau Ave., PO Box 653, Milwaukee, WI 53201 414/342-4680

April 20, 2004

BY CERTIFIED MAIL - RETURN RECEIPT REQUIRED

Cycle-Craft Co., Inc.
1760 Revere Beach Parkway
Everett, MA 02149
Attention: John F. Atwood, President and Dealer Operator

Re: Notice of Dealer Contract Termination

Dear Mr. Atwood:

This is to notify you that the September 19, 2000 Dealer Contract between Cycle-Craft Co., Inc. ("Cycle-Craft") and Harley-Davidson Motor Company ("Harley-Davidson") is hereby terminated effective sixty days from the date of your receipt of this letter, pursuant to Sections M.4 and M.6 of the General Conditions of that Contract. You are further notified that Cycle-Craft's Dealer Contract of same date for the sale of Buell Products will also terminate at that time pursuant to Section N.3 of that Contract and for the reasons set forth herein. As summarized herein, termination of the Dealer Contracts is based upon: (1) Cycle-Craft's repeated submission of false sales reports and information to Harley-Davidson; (2) Cycle-Craft's repeated sale of Harley Davidson Products to non-retail purchasers; and (3) Cycle-Craft's failure to complete and maintain pre-delivery inspection reports and sales and warranty registration forms for new motorcycles sold by the dealership, each instance of which constitutes a direct and material violation Cycle-Craft's contractual obligations to Harley-Davidson.

As you know, Harley-Davidson recently completed an inspection of certain Cycle-Craft sales records in accordance with Section J.6 of the General Conditions of the Harley-Davidson Dealer Contract ("Dealer Contract"). The results of this audit are set forth under separate cover to you dated April 19, 2004, a copy of which is enclosed herewith and incorporated by reference. The audit revealed numerous instances in which Cycle-Craft falsely reported the identity of the purchaser, the date of the purchase, and/or other information, including designating the sale as retail. Specifically, retail sales were reported by Cycle-Craft before they actually occurred and under false names. In a number of instances, Cycle-Craft used names of employees and/or their family members, falsely reporting sales to such individuals. Moreover, a substantial number of Cycle-Craft sales were falsely reported as having been made to retail customers, when in fact they were made to wholesalers and/or unauthorized dealers. Finally, our review of Cycle-Craft records during the audit showed that numerous customer files did not contain proper records of pre-delivery inspection and/or sales and warranty registration forms for new motorcycle sales.

Cycle-Craft Co., Inc. April 19, 2004 Page 2

Cycle-Craft's conduct violates core Harley-Davidson values, and hence, core provisions of the Dealer Contract. Section A of the General Conditions of that Contract identifies its "Purposes and Objectives" – namely, to sell and service Harley-Davidson Products in a manner consistent with the company's Values, Issues, Vision and Mission. The first-listed Harley-Davidson Value is: "Tell the Truth." From Cycle-Craft's conduct, it is clear that it does not share this value, and has repeatedly violated this fundamental covenant of the Dealer Contract.

The Dealer Contract General Conditions further provide (Section J.2) that "Dealer will cooperate with Seller in furnishing inventory, retail sales and other statistical reports as may reasonably be requested by Seller from time to time." By falsifying its sales reports to Harley-Davidson, Cycle-Craft has plainly failed to cooperate in the provision of this information, and has otherwise violated Section F.7 of the General Conditions and related Harley-Davidson policies concerning the proper completion of Sales and Warranty Registration Forms. Additionally, by selling Products to wholesalers and/or unauthorized dealers, Cycle-Craft has directly violated Section B.6 of the General Conditions, which states: "Dealer shall not sell Harley-Davidson Products for resale to non-retail customers other than United States authorized Harley-Davidson dealers." Lastly, by failing to maintain proper records of pre-delivery inspections and sales and warranty registration forms, Cycle-Craft has violated Sections F.1, F.2 and F.7 of the General Conditions of the Dealer Contract and related Harley-Davidson policies.

Under these circumstances, Harley-Davidson has the right to terminate the Dealer Contract according to its terms. Specifically, Section M.4(b) of the General Conditions gives Harley-Davidson the right to terminate the Dealer Contract on thirty-days notice in the event that "Dealer submits to Seller any application, claim, report, record or other information which is fraudulent or contains any material misrepresentation by Dealer." Further, under Section M.6(c), Harley-Davidson has the right of termination on sixty-days notice whenever it "reasonably believes that the Dealer, Dealer Operator or any Owner(s) has failed, refused or neglected to conform his or her conduct (whether personal or business) with Seller's Mission, standards of good citizenship or generally acceptable behavior in contemporary society or the local community, in a way that may adversely affect the Ownership, operation, management, reputation, business, goodwill or interests of Dealer or Seller or may impair the goodwill associated with the Trademarks." In this regard, Harley-Davidson believes that by engaging in non-retail sales and submitting false sales reports, which reports appear designed to obtain an unfair allocation of Products and/or to conceal non-retail transactions from Harley-Davidson, Cycle-Craft has failed to conform its conduct to the standards referenced in Section M.6(c). Finally, Section M.6(f) of the General Conditions allows Harley-Davidson to terminate the Dealer Contract upon any "[b]reach, violation or failure to fulfill any of Dealer's other responsibilities under this Contract." As set forth above, Cycle-Craft's submission of false sales reports and its sales to wholesalers violates both the letter and the spirit of the Dealer Contract.

Cycle-Craft Co., Inc. April 19, 2004 Page 3

As noted above, termination of the Dealer Contracts shall be effective sixty days following your receipt of this notice. In the meantime, pursuant to the Dealer Contract and applicable policies, the sales referenced in the audit report will be deducted from your new motorcycle allocation. All factory incentives and allowances on these motorcycles will be charged-back against your account, and a summary of these charge-backs is included with this letter. Further, please take note of Cycle-Craft's post-termination obligations under Section M.7 of the General Conditions of each of the Harley-Davidson and Buell Dealer Contracts, which provisions will be strictly enforced.

While Harley-Davidson is committed to exercising its termination rights as referenced above, we nevertheless wish to achieve as smooth and professional a transition as possible. To that end, please contact me at your convenience to discuss how this may be achieved.

Sincerely,

Yon Flickinger Vice President

North American Sales and Dealer Services

EXHIBIT 27

VOLUME: PAGES:

176

EXHIBITS: See Index

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

	Х	
CYCLE-CRAFT CO., INC.,	X	
d/b/a BOSTON	X	
HARLEY-DAVIDSON/BUELL,	X	
Plaintiff	Х	
		CASE NO.
vs.	X	04 11402 NMG
	X	
HARLEY-DAVIDSON MOTOR	X	
COMPANY, INC., and BUELL	X	
DISTRIBUTION COMPANY, LLC,	X	
Defendants	<u>X</u>	

VIDEOTAPED DEPOSITION of KENNETH MCPHEE, taken pursuant to the applicable provisions of the Federal Rules of Civil Procedure, before Jill Kourafas, Certified Shorthand Reporter and Notary Public in and for the Commonwealth of Massachusetts held at the Law Offices of Bingham McCutchen, 150 Federal Street, Boston, Massachusetts, on May 2, 2005, commencing at 9:17 a.m.

REPORTERS, INC. GENERAL & TECHNICAL COURT REPORTING 23 MERRYMOUNT ROAD, QUINCY, MA 02169 617.786.7783/FACSIMILE 617.786.7723

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- Q. What discussion was there relating to this offer to employees that you recall at the managers meeting?
 - A. Ron made the offer that if people were interested in buying a new motorcycle that he would -- made the offer to sell them a unit at \$500 over dealer cost.
 - Q. Did you understand that the purpose of this or the goal of this was to unload the inventory by the end of the model year?

 MR. REHNQUIST: Objection.
- A. I understood that we were trying to sell units, yes.
 - Q. You were trying to sell units, new units by the end of the model year?
- 17 A. Yes.
- Q. Did Mr. Buchbaum indicate that that was something that he considered to be important to get those units sold by the end of the model year?
- 22 A. Yes.
- Q. Did that sale or offer of units at \$500 over invoice allow the dealership to sell all of

Do you recall anything in writing relating

to either of these two offers, either

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Α.

Q.

Yes.

EXHIBIT 28

VOLUME: PAGES:

Ι 55

EXHIBITS: See Index

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

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X	
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X	CASE NO.
X	04 11402 NMG
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VIDEOTAPED DEPOSITION of MICHAEL BLOOM, taken pursuant to the applicable provisions of the Federal Rules of Civil Procedure, before Jill Kourafas, Certified Shorthand Reporter and Notary Public in and for the Commonwealth of Massachusetts held at the Law Offices of Bingham McCutchen, 150 Federal Street, Boston, Massachusetts, on May 2, 2005, commencing at 3:10 p.m.

REPORTERS, INC. GENERAL & TECHNICAL COURT REPORTING 23 MERRYMOUNT ROAD. QUINCY, MA 02169 617.786.7783/FACSIMILE 617.786.7723

1 A. No.

- Q. Did you or your wife or your son or your
 daughter fill out any forms or paperwork for
 the purchase of a new motorcycle from
 Cycle-Craft in July of '03?
 - A. I did not, my wife did not, my son did not and, to the best of my recollection, my daughter did not.
 - Q. Did any of you put down a deposit for a new motorcycle to be purchased from Cycle-Craft in July of '03?
- 12 A. I did not.
- Q. To your knowledge, did your wife, daughter or son?
- 15 A. Not that I'm aware of.
 - Q. Now, what was the understanding that you said was reached? You said there was some understanding regarding a purchase of a motorcycle?
 - A. Yeah, that we could purchase motorcycles at a discounted rate, and also that there's no guarantee we are going to get those motorcycles 'cuz if they were sold to a retail customer, they were gonna be sold.

because the understanding was that they

could be sold and we couldn't get them.

if they were not sold, we were gonna get

But

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Q. Whether she indicated to anyone at the dealership that she would buy a motorcycle.

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A. You'd have to -- I don't know. I mean, she indicated to me she would, but I don't know anyone else in the dealership that she talked with.

- 1 Q. How about your son Matt, did he indicate
- that he would buy a motorcycle from the
- 3 dealership?
- 4 A. Absolutely.
- 5 Q. Who did he say that to?
- 6 A. To me.
- 7 Q. Did he pick one out?
- 8 A. I picked it out, but again, I don't know
- 9 what the model was, because he's 6-foot-7,
- 10 6-foot-8, so it would have to be a big
- motorcycle, it wouldn't be a Sportster or a
- 12 little bike.
- 13 Q. Did he fill out any paperwork committing to
- buy a motorcycle?
- 15 A. Not that I know of, no.
- 16 Q. Did you?
- 17 A. No.
- 18 Q. And, to your knowledge, your wife and
- daughter did not either fill out --
- 20 A. I already told you that, no, they did not.
- 21 Q. Do you know what an "SWR Form" is?
- 22 A. Yes.
- 23 | Q. What is it?
- 24 A. It's a paper that once a motorcycle is sold,

EXHIBIT 29

5/20/05 DEPOSITION OF JAMIE MCGRATH

	1		
1	Volume: I		
	Pages: 1-117		
2	Exhibits: 1-3		
3	UNITED STATES DISTRICT COURT		
4	DISTRICT OF MASSACHUSETTS		
5	CYCLE-CRAFT COMPANY, INC.,)		
6	d/b/a BOSTON)		
7	HARLEY-DAVIDSON/BUELL,) DOCKET NO.:		
8	Plaintiff)04-11402-NMG		
. 9	vs.		
	HARLEY-DAVIDSON MOTOR COMPANY,)		
10	INC., AND BUELL DISTRIBUTION)		
	COMPANY, LLC,		
11	Defendants.).		
12)		
13	VIDEO DEPOSITION OF JAMIE E. MCGRATH		
14	DATE: MAY 20, 2005		
15	TIME: 9:08 A.M.		
16	PLACE: BINGHAM MCCUTCHEN LLP		
17	150 FEDERAL STREET		
18	BOSTON, MA 02110		
19			
20	MEDEIROS STENO & VIDEO GROUP		
21	"THE TRAVELING REPORTER FOR THE TRAVELING LITIGATOR SINCE 1988"		
22	*Boston: 617.590.9767 *Depositions *New York:/NJ 646.413.4499 *Arbitrations		
23	*Florida 305.321.7414 *E-transcript		
24	*E-mail: depo@gomedeiros.com *V ideo *MA *CT *NY *NJ *FL		
d	1918 to the 1 to 1 to 2 to 2 to 3 to 3 to 3 to 3 to 3 to 3		

24

Q.

In July 2003 did you agree to buy a

- 1 motorcycle?
- A. I did.
- 3 Q. And why did you do that?
- A. Because I was interested in learning how
- 5 to ride. I was going to take a learn-how-to-ride
- 6 class.
- 7 Q. Offered by Boston Harley-Davidson?
- 8 A. No, they didn't offer it. Beverly Cycles
- 9 I think it's called.
- 10 Q. And did you end up taking that class?
- 11 A. No. I never got out of the office enough
- 12 to actually go and do it, so...
- Q. And so did you end up purchasing the bike?
- 14 A. I didn't.
- 15 Q. And why was that?
- 16 A. Because I didn't end up learning how to
- 17 ride, so I never had the time to.
- 18 Q. I think Miss Singh asked you a question
- 19 about some testimony that Sean Walsh said about Ron
- 20 Buchbaum giving you a list of names in a meeting?
- 21 A. Uh-huh.
- 22 Q. She asked you if you remembered that
- 23 meeting and that exchange of dialogue happening.
- 24 And I believe the first time she asked you that, you

- 1 testified no and the second time she asked you that
- 2 you testified you don't recall. What is your memory
- 3 about that?
- 4 A. I don't have a memory. Didn't happen.
- 5 Q. So you don't remember that happening?
- 6 A. No.
- 7 MS. SMAGULA: Okay. That's all I
- 8 have.
- 9 MS. SINGH: Just a second.
- 10 REDIRECT EXAMINATION
- 11 BY MS. SINGH:
- 12 Q. Just a couple of more questions for me.
- 13 A. Okay.
- 14 Q. You stated just now that in July 2003 you
- 15 agreed to buy a cycle, right?
- 16 A. Right.
- Q. Did you make an agreement with somebody?
- 18 A. I don't remember who, but I made an
- 19 agreement to buy one.
- 20 Q. Okay. Somebody within Cycle-Craft?
- 21 A. Yes.
- 22 Q. Okay. So did somebody within Cycle-Craft
- 23 approach you and ask you to buy a cycle?
- 24 A. It was known that we were, you know, that

112

- there was a big sale going on and we were, you know,
- 2 eligible to buy a bike at a good price.
- 3 O. Okay. And so you told somebody at
- 4 Cycle-Craft that you wanted to buy a cycle?
- 5 A. Uh-huh.
- 6 Q. Okay. Did you look at a specific bike?
- 7 A. Yes.
- 8 Q. What was that bike?
- 9 A. V Rod.
- 10 Q. And what color was it?
- 11 A. Silver.
- 12 Q. And you said that you were interested in
- 13 learning how to ride a cycle?
- 14 A. Uh-huh.
- Q. And you picked out a class that you could
- 16 take for it?
- 17 A. Yes. I didn't pick it out, but I knew of
- 18 classes that I could have gone to. There's a couple
- 19 of them offered.
- 20 Q. Okay. So you said in July 2003 there's
- 21 this sale going on and you agreed to buy a cycle.
- 22 Did you memorialize that agreement in some way? Did
- 23 you put it in writing to anyone?
- A. No, that that I remember, no.